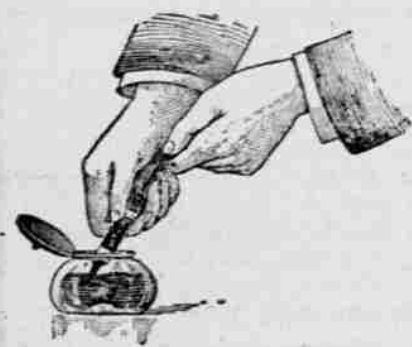


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Remember that we make a specialty of this work and get every bit of picture that is on the film or plate.

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The desks are fitted with the latest modern improvements. Now being shown.

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10 FRESH MILCH COWS.

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In a year there are four seasons; these we enjoy one at a time. In Rainier Beer there are four great virtues—Purity, Wholesomeness, Flavor and Strength—these we enjoy all of the time.

BREWER WHARF CONTRACT

(Continued from Page 1.)

"Mr. Prosser, you are being answered." He then read the specifications which showed the Government was fully protected by a clause that every piece of material shall be subjected to a rigid inspection, and if found defective, can be condemned and must be removed from the work.

"I can't find 'merchantable' in the specifications," continued Holloway. "It is understood when 'clear' and 'select' are not mentioned that 'merchantable' is understood," added Mr. Thurston.

"Under your administration, I understood you to say last night that you did not use 20 oz. copper."

"I did not say positively. I was told that 18 oz. had been used on the channel wharf."

"Then under your administration, you kept 20 oz. in stock?"

"No, I did not keep it in stock, but there was some 20 oz. copper belonging to the department."

"What about the naval dock, was not 20 oz. copper used there?"

"I asked Mr. Catton and he said 18 oz. was used."

"You gave the impression last night that you did not know of any 20 oz. copper used by the Government."

"I don't think I said so, but you are going into records which might show this stock was carried for ten years. The 18 oz. copper is 21 gauge, 20 oz. is 23 gauge, the difference between them is .0006 of an inch."

"Mr. Campbell," said Rep. Harris, "where the best quality of lumber is called for, what would you say as Assistant Superintendent of Public Works that the contractors would have to use?"

"Merchantable," said Mr. Campbell, "I say that as firmly as Lowery & Cooke have furnished 'Merchantable' for contracts when the 'best quality' is called for," replied Mr. Campbell.

E. A. PARIS HEARD.

E. A. Paris of E. O. Hall & Co. said that 24 and 26 gauge iron was generally used and carried in stock, but he never knew of 22 gauge being in stock.

J. W. MASON TESTIFIES.

J. W. Mason of the Hilo Mercantile Co. was called. He had furnished the lumber for the Brewer wharf. It came from Portland. It was inspected and a certificate of inspection was issued, of which he had a duplicate. He stated the H. A. E. & C. Co. had made a claim against the H. M. Co. for lumber which did not accord with their requirements. A reduction of \$315 was made, on the inspection of Mr. Whitesides.

Mr. Mason said he had furnished the iron roofing 24 gauge. He had always carried in stock 24 and 26 but never 22. He had handled 1000 tons in eight years of business in Hawaii. He had never heard of 22 gauge except in the Brewer contract. The galvanizing was what made the iron of more value. The difference in price between 'merchantable' and 'clear' was about \$5 per m. He had handled about 30,000,000 feet of lumber in the Territory. The usage of the trade was to recognize anything not specified 'special' or 'clear' to be 'merchantable'.

"What do you understand about the size of piles," asked Mr. Thurston.

"I had a strenuous time about it," said Mr. Mason. "I insisted upon 14 inch piles, and the people furnishing them said it was ridiculous, as they had an inch leeway each way on a call for 14 inch piles. That is the custom of the trade."

PROSSER SAYS "UNSUITABLE."

Mr. Prosser explained the position of the Government. Two plans and specifications were prepared. The first ones were declared defective and the contract illegal. The first plans were drawn by the Assistant Superintendent of Public Works before Mr. Holloway came in. For the second specifications the Superintendent decided to give the Territory the very best job it could get. It was for the benefit of the Territory. The Superintendent decided the material for the first job was not only unsuitable for the second, and certainly so for the first one. Nine-tenths of the material of the H. A. E. & C. Co. was useless." He then called Mr. Smith of the Wilder lumber yard in Iwilei.

EXPERT SMITH HEARD.

Mr. Smith said he had been in the lumber business for fifty years. He was asked by Holloway what he would accept in a cargo of lumber as No. 1 merchantable? He replied that everything not specified select would be called 'merchantable'.

"You would not accept sticks 80 feet long as 84 feet?" asked the Superintendent.

"No, what do you want to ask me that question for?"

"If a man asked you for 'selected,' what would you give him?"

"The best we had at the best price. Of course I know who I am dealing with. 'Selected' ain't proper term. It should be 'clear' or 'merchantable'."

When a man asks me for good lumber I give him 'merchantable'. There is no 'clear' or 'selected,' it's No. 1."

Mr. Smith showed himself to be a humorist and turned the laugh frequently at the Superintendent.

"To look at the lumber for the Brewer wharf and make a guess I would offer about 35 per cent of its value. Any one who knows anything about lumber knows how it deteriorates here. It might have been 'merchantable' when it arrived. As to an order, if a part is specifically called 'clear' it means 'clear,' but if not qualified it means 'merchantable.'"

MR. DWIGHT HEARD.

Mr. Dwight of Allen & Robinson's lumber yard said he had examined the lumber on Brewer's wharf. Some of it looks bad, due to neglect to people owning it. He did not take any particular interest in it when it arrived. About 65 per cent would pass as 'merchantable' at present. Asked by Mr. Whittham as to how it should be piled, Mr. Dwight said it should have been piled stick by stick. Asked as to contractor's methods, as to whether lumber is piled up when it is to be used in a building, he replied in the negative. If he was going to use

GENTLE HINTS TO GENTLEMEN



We're right in the swim with new bathing suits and trunks this season. We invite your inspection.

M. McInerney, Ltd.
CORNER FORT AND MERCHANT STREETS.

it in building a wharf he would not have piled it or "sticked" it.

GILMAN RECALLED.

Mr. Gilman was recalled. In answer to a question by Mr. Holloway as to whether he had asked Hackfeld for a figure on the "material," he replied that he had understood the question on Monday night to be for the lumber only. Yes, he had asked for figures on the copper.

HOWLAND TESTIFIES.

J. H. Howland, assistant superintendent of Public Works, was called. The second set of specifications had been drawn up by him. As to calling for 22 gauge instead of 24, he said he found 22 marked on the original plans for the Brewer wharf. It was a better roofing as shown in the Odd Fellows' building. The 24 gauge on many roofs of the wharf sheds was torn and distorted. Traphagen had called for 22 gauge for the Odd Fellows building. He said he was the best architect in Honolulu. Traphagen had also specified 22 gauge for the electric station in Nuuanu valley.

Mr. Thurston thought that Mr. Traphagen should testify personally, as Mr. Howland was testifying to what he had heard from Mr. Traphagen.

Mr. Prosser said this was the first time any one had objected to hearsay testimony.

Mr. Thurston said he could not cross-examine Mr. Howland on the subject matter but he could Mr. Traphagen.

"You can impeach Mr. Howland's veracity if you want to," said Mr. Prosser.

"We don't want to impeach anybody," replied Mr. Thurston, "we only want Mr. Traphagen to state what he knows, and what Mr. Howland says he heard from Mr. Traphagen."

As to piles, Mr. Howland said an examination of the old outer piles showed them to be defective where eighteen ounces had been used. The records in his office showed that the Naval docks had twenty ounces copper.

"The Allen street wharf, constructed under Mr. Campbell's administration, had twenty ounces copper used on the outside piles," said Mr. Howland.

"Excuse me, Mr. Howland," interposed Mr. Campbell rising, "I did not. The specifications were prepared by Mr. Rowell."

Mr. Howland considered bitumen on plank wharves to be improper. As to poor quality of lumber in various places here, an inspection showed that air and mold had worked considerable damage. He would not accept a pile called for specifically as 14 inch, unless it was 14 inch or over, at the butt.

BY AUTHORITY.

Notice is hereby given that the following Registered Treasury Warrants will be paid at the Treasury upon presentation.

Registered Numbers 3451 to 4200 inclusive.

A. J. CAMPBELL,
Treasurer Territory of Hawaii.
Treasurer's Office, Honolulu, April 11, 1905.

BANKRUPTCY NOTICE.

IN THE DISTRICT COURT OF THE UNITED STATES IN AND FOR THE DISTRICT AND TERRITORY OF HAWAII.

In the Matter of Goo Kim, a Voluntary Bankrupt. In Bankruptcy.

To the creditors of Goo Kim of Honolulu, Island of Oahu, District of and Territory of Hawaii:

Notice is hereby given that on the 3rd day of April, A. D. 1905, the said Goo Kim was duly adjudicated bankrupt; and that the first meeting of his creditors will be held in room 202 Judd building, in Honolulu, on the 22nd day of April, A. D. 1905, 12 o'clock noon, at which time the said creditors may attend, prove their claims, appoint a trustee, examine the bankrupt and transact such other business as may properly come before said meeting.

A. M. BROWN,
Referee in Bankruptcy.
Dated April 11, 1905.

NOTICE.

POWER OF ATTORNEY.

During my absence from the Territory of Hawaii, Miss Junia B. Cook will act for me in all matters of business under full power of attorney.

7075
BRUCE CARTWRIGHT.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT, TERRITORY OF HAWAII, AT CHAMBERS—IN PROBATE.

In the Matter of the Estate of Henry Charles Sloggett. Order for Notice of Hearing Petition for Probate of Will.

A document purporting to be the last will and testament of Henry Charles Sloggett, deceased, having on the 27th day of March, A. D. 1905, been presented to said Probate Court, and a petition for the probate thereof, and for the issuance of letters testamentary to Henry Digby Sloggett and Johann Friedrich Humburg having been filed by J. F. Humburg.

It is hereby ordered, that Monday, the 1st day of May, A. D. 1905, at 10 o'clock a. m., of said day, at the court room of said court, at Honolulu, be and the same hereby is appointed the time and place for proving said will and hearing said application.

It is further ordered, that notice thereof be given, by publication, once a week for three successive weeks, in the Pacific Commercial Advertiser, a newspaper published in Honolulu, the last publication to be not less than ten days previous to the time therein appointed for hearing.

Dated at Honolulu, March 27, 1905.

(Signed) ALEX. LINDSAY, JR.,
Second Judge Circuit Court First Circuit.

Attest:
WM. R. SIMS,
Clerk Circuit Court First Circuit.

7062—March 29, April 5, 12, 19.

MORTGAGE MADE BY WING MOW CHAN.

NOTICE OF INTENTION TO FORECLOSE AND OF SALE.

Under and by virtue of the power of sale contained in that certain mortgage dated the seventh day of July, 1899, made by Young Chee and Young Pong, partners in business under the firm name of "Wing Mow Chan" of Honolulu, Island of Oahu, as Mortgagors, to Samuel C. Allen of Honolulu, aforesaid, doing business under the firm name of "Allen and Robinson," as Mortgagee, and of record in Liber 192 on pages 427-429, Hawaiian Registry of Conveyances (and which mortgage was assigned to the undersigned Allen and Robinson, Limited, by deed dated June 2, 1904, and of record in Liber 259, folios 146-148, said Registry); and pursuant to Chapter XXXIII of the Session Laws of 1874 entitled "An Act to provide for the sale of mortgaged property without suit and Decree of Sale" and the Act (Chapter IX of the Session Laws of 1890) amending same, the said Allen and Robinson, Limited, hereby gives notice that it intends to foreclose the said mortgage for condition broken, to wit: the non-payment of the principal and interest secured by the said mortgage when due.

Notice is hereby likewise given that the property assigned by the said mortgage will be sold at public auction at the auction rooms of James E. Morgan, Kaahumanu street, Honolulu, aforesaid, on Saturday, the 15th day of April, 1905, at 12 o'clock noon.

The property assigned by the said mortgage consists of:

That certain indenture of lease of premises situate on Fort street, in Honolulu, aforesaid, made by and between Emmeline Maria Magoon, of the first part, and the said Wing Mow Chan of the second part, dated January 20, A. D. 1899, of record in the Hawaiian Registry of Conveyances in Liber 185, folios 317 and 318; and also all of the right, title and interest of the said Allen and Robinson, Limited, in and to the premises described in said indenture of lease; together with all buildings and improvements situated on said premises.

ALLEN & ROBINSON, LTD.,
By B. M. ALLEN, its President.
By JAS. E. JAEGER, its Treasurer.

Assignees of the said mortgage.

Terms: Cash United States Gold Coin; deeds at expense of purchaser.

For further particulars apply to Holmes & Stanley, attorneys for assignees.

7057—March 22, 23, April 5, 12.

BOOKS CLOSED.

OAHU SUGAR CO., LTD.

The stockbooks of the Oahu Sugar Co., Ltd., will be closed for transfers from April 11 to April 15, both dates inclusive.

W. PFOTENHAUER,
7073 Treasurer Oahu Sugar Co., Ltd.

TERRITORY OF HAWAII.

COURT OF LAND REGISTRATION.

TERRITORY OF HAWAII, TO R. L. COLBURN, W. C. ACHI, JAMES F. MORGAN, Trustee, ERNEST KOPKE, THE KAPOLANI ESTATE, LTD., THE GERMAN SAVINGS AND LOAN SOCIETY BY W. O. SMITH, ALBERT WATERHOUSE, MRS. MARY LUCAS, SUNG SING, C. Y. E. HOP, and THE TERRITORY OF HAWAII BY LORRIN ANDREWS, Attorney General, and to all whom it may concern:

Whereas, a petition has been presented to said Court by Peter C. Jones, Ltd., to register and confirm its title in the following described land:

LOT 1.

Commencing at the east corner of this lot, at a point which bears by true azimuth 42° 40', 22.9 feet from the original east corner of land described in Grant No. 3303, the co-ordinates of the corner of said grant referred to Hauiki Trig. Station, being south 4810.6 feet and west 274.2 feet, and running by true azimuth:

1. 42° 40', 22.1 feet along Apana 1 of L. C. A. 803 to A. Adams.

2. 351° 06', 1.9 feet along same.

3. 42° 23', 34.0 feet along remainder of Apana 1 of L. C. A. 6450.

4. 132° 20', 270.0 feet along same to S. E. side Mokuauia street.

5. 222° 20', 183.5 feet along Mokuauia street to King street.

6. 295° 40', 281.6 feet along south side of King street to the point of beginning, containing an area of 59,740 square feet.

LOT 2.

Commencing at the east corner of this lot at a point on the south side of King street, from which the initial point (east corner) of lot 1 bears by true azimuth, 295° 40', 333.85 feet, and running by true azimuth:

1. 42° 20', 280.1 feet along northwest side of Mokuauia street.

2. 135° 40', 57.0 feet along remainder of Apana 1 of L. C. A. 6450.

3. 222° 20', 258.8 feet along a road to King street.

4. 295° 40', 59.4 feet along King street to point of beginning, containing an area of 15,360 square feet.

You are hereby cited to appear at the Court of Land Registration, to be held at Honolulu, Island of Oahu, on the 10th day of May, A. D. 1905, at 1:30 o'clock in the afternoon, to show cause, if any you have, why the prayer of said petition should not be granted. And unless you appear at said Court at the time and place aforesaid your default will be recorded, and the said petition will be taken as confessed, and you will be forever barred from contesting said petition or any decree entered thereon.

Witness, PHILIP L. WEAVER, Esq., Judge of said Court, this 7th day of April in the year nineteen hundred and five.

Attest with Seal of said Court.
(Seal) W. L. HOWARD, Registrar.

7075—April 12, 19, 26, May 3.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT, TERRITORY OF HAWAII, IN PROBATE—AT CHAMBERS.

In the Matter of the Estate of Kawahau Mokuauia, alias Kawahau Mahuku, deceased. Before Alexander Lindsay, Jr., Order of Notice and Allowance of Final Accounts and Discharge in this Estate.

On reading and filing the petition and accounts of Pehia Mahuku, Island of Oahu, Territory of Hawaii, executrix of the estate of Kawahau Mokuauia, alias Kawahau Mahuku, where she asks to be allowed \$25.15, and charges herself with \$..... and asks that the same may be examined and approved, and that a final order may be made of distribution of the property remaining in her hands to the persons thereto entitled, and discharging her and her sureties from all further responsibility as such executrix.

It is ordered, that Monday, the 23rd day of May, A. D. 1905, at 10 o'clock a. m., before the Judge of said Court at the Court Room of the said Court at Honolulu, Island of Oahu, be and the same hereby is appointed as the time and place for hearing said Petition and Accounts, and that all persons interested may then and there appear and show cause, if any they have, why the same should not be granted, and may present evidence as to who are entitled to the said property. And that notice of this Order, in the English and Hawaiian languages, be published in the Pacific Commercial Advertiser and in the Pacific Commercial Advertiser and published in Honolulu, once a week for three successive weeks, the last publication to be not less than two weeks previous to the time therein appointed for said hearing.

Dated at Honolulu, this 10th day of April, 1905.

(Signed) ALEXANDER LINDSAY, JR.,
Second Judge of the Circuit Court of the First Circuit.

Attest:
WM. R. SIMS,
Clerk of the Circuit Court of the First Circuit.

7075—April 12, 19, 26, May 3.

MEETING NOTICE.

KEKAHA SUGAR CO., LTD.

A special meeting of the stockholders of the Kekaha Sugar Co., Ltd., will be held at the office of H. Hackfeld & Co., Ltd., Honolulu, on Wednesday, April 19, 1905, at 10 o'clock a. m., for the purpose of accepting amended articles of association, and for such other business as may come before the meeting.

F. KLAMP,
Secretary.

Honolulu, April 7, 1905.

7072—April 8, 12, 18.

MEETING NOTICE.

PIONEER MILL CO., LTD.

A special meeting of the stockholders of the Pioneer Mill Co., Ltd., will be held at the office of H. Hackfeld & Co., Ltd., Honolulu, on Wednesday, April 19, 1905, at 11 o'clock a. m., for the purpose of amending the By-Laws, and for such other business as may come before the meeting.

F. KLAMP,
Secretary.

Honolulu, April 7, 1905.

7072—April 8, 12, 18.

COMMISSIONER'S SALE

Fee Simple Lands, Leaseholds and other Property

OF THE
ROYAL HAWAIIAN HOTEL CO.,
Limited,

Situate at Honolulu,

ISLAND OF OAHU, TERRITORY OF HAWAII.

Pursuant to a decree made by the Honorable W. J. Robinson, Third Judge of the Circuit Court of the First Judicial Circuit, Territory of Hawaii, filed on the 17th day of February, A. D. 1905, in an action entitled "Hawaiian Trust Company, Limited, plaintiff, vs. The Royal Hawaiian Hotel Company, Limited, defendant, petition for foreclosure of mortgage deed of trust (equity division 1455) the undersigned, as Commissioner, duly appointed, will sell at public auction, to the highest and best bidder, subject to the confirmation of the court,

On Saturday, the 22d
Day of April, 1905.

at 12 o'clock noon of said day at the front (mauka) entrance of the Judiciary Building, in Honolulu, Island of Oahu, Territory of Hawaii, the following described fee simple lands, leaseholds and other property of The Royal Hawaiian Hotel Company, Limited, situated at Honolulu, Island of Oahu, Territory of Hawaii.

FEE SIMPLE LANDS.

All that tract or parcel of land situate in Honolulu, Island of Oahu, Territory of Hawaii, in that block bounded by Hotel, Richards, Beretania and Alakea streets, described in deed from James A. King, Minister of the Interior to E. C. Macfarlane, dated November 30, 1897, of record in the Hawaiian Registry of Conveyances in book 176 on page 37 et seq. Containing an area of 72,230 square feet or 1,658 acres.

Together with all the buildings, erections and improvements thereon.

LEASEHOLDS.

(1) Lease from Rosalie Tripp and Alfred N. Tripp her husband, to Edward C. Macfarlane, dated November 1, 1897, of premises on Richard street, having a frontage of 155.5 feet on said street. Term 15 years from November 1, 1897. Rent \$55.00 per month.

(2) Lease from Henry Waterhouse, executor of the will of Henry Dimond to E. C. Macfarlane, dated December 1, 1897, premises on Beretania street, described in deed from Kunialakea and others to Henry Dimond by deed of record in Liber 56, page 46. Term for the life of Edwin H. Dimond. Rent \$25 per month.

(3) Lease from the Waterhouse Investment Company Limited, to E. C. Macfarlane, dated March 1st, 1898, premises on Beretania street in Honolulu, containing an area of 44-100 acre, including the premises known as "Penhallow Court." Term 20 years from March 1st, 1898. Rent \$1,000 per annum.

PERSONAL PROPERTY.

(1) All goods, chattels, and effects of The Royal Hawaiian Hotel Company of every description, nature and kind, in, about, belonging to, or used for or used in connection with the Company's hotel in Honolulu